

Bettis Atomic Power Laboratory
P. O. Box 79, West Mifflin, PA 15122-0079

SITE WORK INQUIRY PROVISIONS

1. Preparation of Bids - Unless otherwise directed in the inquiry, bids shall be submitted in triplicate on the Bid Form furnished by Bettis. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed order, including local conditions, uncertainty of weather, and all other contingencies.
2. Explanation to Bidders - Any explanation desired by a Bidder regarding the meaning or interpretation of the inquiry, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding.
3. Modification to Inquiry

If there is a modification or supplement to the existing bid documents, a bulletin will be issued. This bulletin will act as a formal revision to the existing inquiry documents. Bidders shall acknowledge in writing the receipt of all bulletins in their proposals.
4. Base, Alternate or Partial Bids - A single base (lump sum) bid shall be submitted, specifying the amount of money for performing all work necessary for the completion of the subject work in accordance with all drawings and specification requirements. Alternate bids shall be considered only on those items which are identified in the specifications and/or listed in the Bid Form. Where bids are not qualified by specific limitations, Bettis reserves the right of awarding all or any of the items according to its best interests.
5. Signature to Bids - Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed by the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other persons authorized to bind it in the matter. The name of each person who affixes to his or her signature the word "President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by Bettis, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
6. Corrections - Erasures or other changes in the bid must be explained or noted over the signature of the bidder.
7. Procedure for Submittal of Bids - Bids are to be submitted in triplicate unless otherwise specified by the Buyer and must bear the inquiry number as must all correspondence pertaining to the inquiry.

Bids must be submitted to Bettis Atomic Power Laboratory as follows:

- Mail - Complete the pre-addressed label included with this inquiry and place on envelope

OR

- Handcarry - Complete the pre-addressed label included with this inquiry, place on envelope and deliver to the Bid Repository in the SMR Building Reception Room

OR

- Bid Control Office FAX Line - If specifically authorized in the inquiry, a summary of the price, delivery and any exceptions may be sent to the Bid Control Office FAX line, 412-476-6411. NOTE: Unless FAXed bids are authorized in the inquiry, they may be considered non-responsive. Also, FAXed bids sent to any other FAX line may be considered non-responsive. When a FAX bid is submitted, the Bidder must subsequently provide a copy of the complete proposal to the Buyer.

NOTE: BIDS WILL NOT BE PUBLICLY OPENED.

Regardless of whether a bid is handcarried, mailed through the U.S. Postal Service, delivered by some other delivery service, or FAXed to the BCO FAX line, **it is the responsibility of the Bidder to assure that it is in the possession of the Bid Control Office or Buyer, as applicable, not later than the exact date and time specified for receipt. Bettis is not obligated to sign for, or otherwise acknowledge receipt of such bids.**

Bids which are handcarried or delivered to the West Mifflin, Pennsylvania or NRF Idaho address shall be deposited in the **Bid Repository** which is located at the following address:

Bid Control Office
Bettis Atomic Power Laboratory
814 Pittsburgh-McKeesport Boulevard
SMR Building - Reception Room Lobby
BID REPOSITORY
West Mifflin, PA 15122

or Bid Control Office
Naval Reactors Facility
NRF Gatehouse
BID REPOSITORY
Scoville, Idaho 83403

To Cognizant Buyer:

Bettis Atomic Power Laboratory
Attention: (Insert Cognizant Buyer's Name)
814 Pittsburgh-McKeesport Boulevard
SMR Building - Reception Room Lobby
BID REPOSITORY
West Mifflin, PA 15122

Naval Reactors Facility
Attention: (Insert Cognizant Buyer)
NRF Gatehouse
BID REPOSITORY
Scoville, ID 83403

No Quote

Submit your NO QUOTE response, if applicable, addressed as above.

8. Late Bids, Modification of Bids, or Withdrawal of Bids

- a. Any bid received at the office designated in the solicitation after the exact date and time specified for receipt will not be considered unless it is the only bid received or the late receipt was solely due to mishandling by Bettis.
- b. Any modification of a bid, except a modification resulting from Bettis' request for an optional bid, is subject to the same conditions as in (a) of this provision. Modifications submitted by FAX should not reveal the amount of either the original or revised bid, but rather should indicate only the amount of the revision.
- c. Notwithstanding (a) or (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to Bettis and the Government will be considered at any time it is received and may be accepted.
- d. A bid may be withdrawn by written or facsimile (FAX) notice received by Bettis anytime prior to award. A bid may also be withdrawn in person by a Bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, prior to award.

9. Errors in Bids - Bidders or their authorized agents are expected to examine the site, drawings, specifications, schedules and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.

10. Rights Reserved by Buyer

- a. Bettis reserves the right to reject the bid of an Bidder who has previously failed to perform properly or failed to complete on time purchase orders of a similar nature, or the bid of an Bidder who is not in a position to perform the order.
- b. Bettis reserves the right to buy all, none, or any part of the workscope or quantities specified from any Bidder and reserves the right to accept or reject any bid with or without prior discussion with the Bidder.
- c. Bettis reserves the right to retain copies of all bids received, including those from any unsuccessful Bidders.
- d. Bettis reserves the right to accept or reject any or all proposals according to its best interests.

11. Bid Validity Period

A bid shall state that it will be held open for 60 days after the proposal due date unless stated otherwise in the inquiry. NOTE: Construction bids which do not comply with this requirement may be considered nonresponsive and be rejected.

12. Technical and Administrative Exceptions (Excludes Construction) - All technical and administrative exceptions to the requirements of this inquiry must be identified in your bid. If there are none, a statement stating so should be provided.

13. Basis of Award

The basis for award shall be the total bid price which includes the base bid plus the price for Performance and Payment Bonds, if required.

Bettis may either (1) make an award on the basis of proposals received without discussion of the proposals, or (2) select one or more proposals for further negotiation.

Bettis' decision regarding award of an order will be made to ensure the Government is provided the best total value. Award will be based primarily on price, including total bond costs; however, factors such as technical superiority, delivery, internal costs to place and administer and lifetime costs of ownership such as installation, maintenance, energy consumption and the ultimate cost of disposal also will be considered and may be used to displace the low bid when they provide best total value, as solely determined by Bettis. Finally, matters of responsibility such as past performance and financial stability may also be considered.

14. Product Descriptions - If items called for in the specifications have been identified by a "brand name or equal" description, such identification is intended to be descriptive, and not restrictive, and is solely for the purpose of indicating the type or quality of item that will be acceptable. In the event the successful Bidder intends to furnish "equal" products, the manufacturers name, brand, model number and other identifying data and information respecting the performance, capacity, nature and rating of the product must be furnished so that a determination can be made by Bettis as to the equality of the product offered. Further, if the successful Bidder proposes to modify a product so as to make it conform to the requirements of specifications he must include 1) a clear description of such proposed modifications, and 2) clearly mark any descriptive material to show the proposed modifications.
15. Subcontracting Plan - The Bidder shall submit a Subcontracting Plan to Bettis within five calendar days, if requested by Bettis. The plan shall be developed in compliance with the guidelines in Form 75160, Small Business and Small Disadvantaged Business Subcontracting Plan Instructions (Negotiated) and the applicable article in the General Provisions.

16. Expenses Related to Offeror or Submissions

This inquiry does not commit Bettis or the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

17. Nuclear Hazards Indemnity

Available upon request from the cognizant Buyer is a copy of the Naval Reactors Policy on Application of Price Anderson Amendments Act Penalty Provisions Within the Naval Nuclear Propulsion Program. This policy would be applicable to the proposed order if the Nuclear Hazards Indemnity Agreement article, found in the general provisions, and any of the following conditions are applicable:

- (1) Design, configuration, manufacture, inspection, operation, testing, servicing, maintenance, or inactivation of a Program naval nuclear reactor plant system, component, or safety-related support system (e.g., a land-based naval nuclear propulsion prototype); or

- (2) Work at the Expended Core Facility; or
- (3) Special nuclear or radioactive material control, handling, storage, or transportation (other than transportation performed solely under Department of Transportation requirements or regulations) under the cognizance of a Program contractor.

18. Resource Conservation and Recovery Act (RCRA) Recovered Materials Affirmative Procurement Promotion Program

Bettis supports and is committed to efforts that promote cost effective resource conservation, recovery and reuse to the maximum extent practicable. Therefore, it is desirable that the percentage of recovered (recycled) materials used be the highest practicable, consistent with economic efficiency and performance requirements. The Bidder should, where applicable, certify that the actual content of recovered material in their products meets or exceeds the amounts specified (Reference Form 74201, Proposal Representations and Certifications).

19. Reserved Rights

Bettis reserves the right to procure all, none, or any part of the quantities specified from the Bidder unless the Bidder qualifies the offer by specific limitations.

20. Ineligible Bidders

Any firms appearing on the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs are excluded from receiving this contract.

21. Cost and Pricing Data

Bidders shall submit additional information to support their proposed price, if requested by Bettis. Typically, the information requested will be concerning catalog prices, market price information (including discount or rebate arrangements), a price breakdown of each major operation, recent Government audited rates, or proof that the price for the same or similar item was recently found acceptable to the Government.

Bettis may, on occasion, request the Bidder to submit certain cost data or certified cost or pricing data in support of their proposed price if requested by Bettis. If Bettis requests information to support the price, it shall be submitted within five days after requested in the Bidder's standard format and shall be certified accurate, current and complete by submitting Form 73794, Certificate of Current Cost or Pricing Data, upon completion of negotiations. See Form 73837, Request for Cost or Pricing Data, for details.

Additionally, at Bettis request, the Bidder shall have all lower-tier Bidders furnish cost data reflecting the final negotiated price, and a Certificate of Current Cost or Pricing Data (three copies each) for each lower-tier potential purchase order expected to exceed \$500,00 or to whom the award of any other lower-tier procurements as determined by Bettis it anticipated. The certificate shall be submitted as soon as practical after agreement is reached on the subcontract price; this requirement must be made a part of any pre-placement agreement with the lower-tier Offeror.

Cost data submitted will be treated in the strictest confidence and will not be disseminated to other Bettis corporate affiliates or to the Bidder's competition.

22. Equal Opportunity

Where the bid of the apparent low responsible Bidder is in the amount of \$10 million or more, the Bidder will be subject to full, pre-award equal opportunity compliance review before the award of the contract for the purpose of determining whether the Bidder is able to comply with the provisions of the Equal Opportunity Clause.

23. Property Control Procedure

Within five days after request and prior to award, Bidder shall submit for Bettis approval a copy of its property control procedure. The procedure must clearly indicate how the Bidder and its prospective lower-tier vendors, if applicable, will use, maintain, repair, protect, and preserve Government Property. Failure by the Bidder to resolve Bettis' concerns and ultimately provide an acceptable property control procedure may in Bettis' sole judgement be cause for the Bidder to be considered ineligible for award.

24. Property Management System Review

Bettis reserves the right to physically conduct a Property Management System review at the Bidder's facility. If such a review is requested, it shall be made prior to contract award and shall be performed in addition to the review of the Bidder's property control procedure. Failure by the Bidder to satisfactorily resolve any comments generated by Bettis, if such a review is conducted, may in Bettis' sole judgement be cause for the Bidder to be considered ineligible for award.

25. Security Questionnaires

Bidders are urged to commence submittal of Questionnaires for National Security Positions (QNSPs) before the bid opening. Reference Section 6.2 of Form 74117, Security Specifications and the Security Requirements Section of the proposed purchase order. Such effort will be solely at the Offeror's expense. Note: Approximately two to four months are required to process the required "L" clearance after receipt of an acceptable QNSP from the bidder.

26. Key Personnel

Bidders shall provide the names, resumes and proposed duties of key personnel to be employed in connection with this work to Bettis within five calendar days, if requested by Bettis.

THE FOLLOWING SECTIONS APPLY ONLY TO CONSTRUCTION

- A. Bid Guarantee - A bid guarantee shall be submitted with any construction bid in excess of \$25,000. The amount of the bid guarantee shall be not less than 20% of the proposed price but shall not exceed \$3,000,000. Enclosed is Bid Bond Standard Form 24 (three copies) which can be used to fulfill the bid guarantee requirements. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid.

The bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees other than bid bonds will be returned (a) to unsuccessful Bidders as soon as practicable after the opening of bids, and (b) to the successful

Bidder upon execution of such further contractual documents and bonds as may be required. Corporations executing the bond as sureties must be among those appearing in the Treasury Department's Circular 570 and must be acting within these limitations. Financial Institutions issuing irrevocable letters of credit must be Federally insured and have an investment grade or higher rating from a recognized commercial rating service. The Bidder is required to provide a commercial rating service credit rating, that indicates the financial institution has an investment grade or higher rating, at the same time the letter of credit is tendered to Bettis.

If the successful Bidder, upon acceptance of his bid by Bettis within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

- B. Purchase Order and Bond - The Bidder to whom award is made must, when required, enter into a written order for the work on this project as covered in drawings and specifications and associated documents, with satisfactory security in the amount required within the period specified, or, if no period is specified, within ten days after the prescribed forms are requested by Bettis. A Performance Bond, Standard Form 25, in an amount equal to the order amount shall be furnished by the Seller for orders in excess of \$25,000. A Payment Bond, Standard Form 25-A, shall also be furnished by the Seller in accordance with the following:

<u>Contract Price</u>	<u>Amount Required</u>
More than \$25,000 but not more than \$1,000,000	50% of contract price
More than \$1,000,000 but not more than \$5,000,000	40% of contract price
More than \$5,000,000	\$2,500,000

The premiums for bonds, or other security, shall be set forth as required by the Bid Form.

The successful Bidder, in lieu of furnishing surety or sureties on a bond, has the option to furnish irrevocable letters of credit to guarantee performance, payment or both. To do so, the successful Bidder must appropriately complete and sign the applicable bond form and indicate thereon that the respective letter of credit is to be used in lieu of a surety. A separate letter of credit is required for the performance and payment obligations, and must be in the same amounts as required for the bonds under the purchase order. The financial institutions issuing the irrevocable letter of credit must be Federally insured and have an investment grade or higher rating from a recognized commercial rating service. The successful Bidder is required to provide a commercial rating service credit rating, that indicates the financial institution has an investment grade or higher rating, at the same time the irrevocable letter of credit is tendered to Bettis. Bettis retains full discretion in accepting or rejecting letters of credit. A sample irrevocable letter of credit format is enclosed as an attachment. Irrevocable letters of credit, if furnished, will be subject to the Additional Bond Security Article of the General Provisions.

Irrevocable letters of credit in excess of \$5 million dollars must be confirmed by another financial institution, with an acceptable rating, that has letter of credit business in the past year of at least \$25 million dollars.

- C. Multiple Awards - Bettis may accept any service or group of services of an offer, unless the Bidder qualifies the offer by specific limitations. Unless otherwise provided in the inquiry, bids may not be submitted for quantities less than those specified. Bettis reserves the right to make an award on any services for a quantity less than the quantities offered, at the unit prices offered, unless the Bidder specifies otherwise in the offer.
- D. Notice to Construction Bidders - Within two weeks, or such other time as may be deemed reasonable by Bettis, construction Bidders who are no longer being considered for award will be informed by the Buyer.
- E. Responsive Bids - Bidders are notified that they must fully complete their Bid Form (Davis-Bacon Action). The following is provided to show what could have your bid ruled NON-RESPONSIVE (i.e., not considered for award):
 - a. If you fail to provide the following on the Bid Form:
 - 1. Total price for work specified.
 - 2. Acknowledgment of Bulletins (if they are issued).
 - 3. Official signature.
 - 4. Price for performance and payment bonds (if bid exceeds \$25,000) or price for other security, if applicable.
 - b. If you fail to provide Bid Guarantee (Bid Bond or equivalent) for a bid over \$25,000. NOTE: Surety must be listed in the U. S. Treasury Department Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". For an Irrevocable Letter of Credit, proof is required of the issuing bank's rating (refer to Form 74037).
 - c. If your bid is subject to uninvited conditions or qualifications.
 - d. If your firm is on the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, you are excluded from receiving this contract.

[Issuing Bank's Letterhead]

Sample Performance or Payment Letter of Credit Form (Construction Actions)

Issue Date _____
Irrevocable Letter of Credit No. _____
Account Party's Name _____
Account Party's Address _____
For Contract No. _____ (for reference only) _____

TO: Beneficiary: Bettis Atomic Power Laboratory
Beneficiary's address: P.O. Box 79, 814 Pittsburgh-McKeesport Boulevard
West Mifflin, PA 15122

We hereby establish this irrevocable and transferable Letter of Credit in your favor for drawings up to United States \$ _____. This Letter of Credit is payable at [our] [confirming bank's] office at _____ [Issue bank's address] [confirming bank's address] _____ and expires with [our] [confirming bank's] close of business on _____, 19__.

We hereby undertake to honor your or transferee's sight draft(s) drawn on [us] [confirming bank], for all or part of this Credit if presented at the office specified in the above paragraph on or before the expiry date or any automatically extended expiry date.

It is a condition of the Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiry date hereof, or any future expiration date, unless at least 60 days, prior to any expiration date we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you we also agree to notify the account part [and confirming bank] by the same means of delivery.

This Letter of Credit is transferable. Transfer and assignments of proceeds are to be effected without charge to either the beneficiary, or the transferee/assignee of proceeds.

This Letter of Credit is subject to the Uniform Customs and Practice [UCP] for Documentary Credits, 1963 Revision, International Chamber of Commerce Publication No. 400, and to the extent not inconsistent therewith, the laws of _____ [state of the confirming bank if any, otherwise state of the issuing bank] _____. If this Credit expires during an interruption of business as described in Article 19 of said Publication No. 400, the bank hereby specifically agrees to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Very truly yours,